

EXHIBIT D- Riot Games API Terms and Conditions Summary (Effective December 9, 2013)

API TERMS & CONDTIONS

<https://developer.riotgames.com/terms>

API TERMS & CONDTIONS

LAST UPDATED: DECEMBER 9, 2013

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Please read these Riot Games API Terms (the "API Terms") carefully. Subject to the terms and conditions of these API Terms, Riot Games, Inc. ("Riot") may make the Game Information (as defined below) available to you and any entity on whose behalf you accept these API Terms (you and any such entity, "You," or "Your" where applicable) through the Riot Games API (as defined below).

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE API TERMS AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING "I ACCEPT" AND/OR ACCESSING AND CONTINUING TO USE THE RIOT DEVELOPER SITE, THE RIOT GAMES API AND/OR ANY OTHER MATERIALS (EACH AS DEFINED BELOW), YOU (A) EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO RIOT THE RIGHTS SET FORTH HEREIN, AND (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT. IF YOU DISAGREE WITH ANY OF THESE API TERMS, RIOT DOES NOT GRANT YOU A LICENSE TO ACCESS OR USE THE RIOT GAMES API OR ANY OTHER MATERIALS OWNED BY RIOT.

The Terms of Use Agreement that You have entered into with Riot or one of its affiliates (including any agreements or policies that may be incorporated therein by reference, and as may be amended from time to time, the "Master TOU") with respect to the League of Legends® computer game (the "Game") and related websites is incorporated herein by reference. The Specifications (as defined below) are also incorporated herein by reference. In the event of an irreconcilable conflict between the terms and conditions of these API Terms, on the one hand, and the terms and conditions of the Master TOU, the Specifications and/or any other applicable legal document, on the

other hand, then the terms and conditions of these API Terms shall govern with respect to the subject matter herein.

The "LAST UPDATED" legend above indicates when these API Terms were last changed. Riot, in its sole discretion, may update, amend or modify these API Terms from time to time, and Riot will notify You of such changes by any means determined by Riot, including by posting such modified API Terms to the Riot developer website currently located at <https://developer.riotgames.com> (as may be changed from time to time, the "Riot Developer Site"). Any such changes will not apply to any dispute between You and Riot arising prior to the date on which Riot posted the revised API Terms incorporating such changes, or otherwise notified You of such changes. You should monitor the Riot Developer Site to ensure (a) You are using only the latest stable version of the Riot Games API; and (b) You are aware of any changes in the API Terms, the Master TOU and any other applicable legal documents. In the event You cannot agree to any changes in these API Terms, the Master TOU and/or any other applicable legal document, You will immediately cease any and all access to and use of the Riot Games API and, where applicable, any and all access to and use of the Game Information.

DEFINITIONS

For purposes of these API Terms, the following terms have the following meanings:

"API Key" means a unique string identifying You and/or each Application as a user of the Riot Games API, assigned by Riot to You and/or each Application in Riot's sole discretion, to enable You and/or such Application to access and/or use the Riot Games API. The Riot Games API may include (a) separate "keys" for (i) development and/or personal (i.e., lower usage rate) purposes (a "Development Key") and (ii) production purposes (a "Production Key"), and/or (b) other unique identifier(s) assigned by Riot to You and/or each Application.

"Application" means a software application and/or website owned, controlled or made available by You that incorporates, accesses or uses any Materials.

"Game Information" means metadata arising from the Game regarding user profiles, user gameplay history, statistics, team information, "summoner" preferences and other information related to the Game and competitive Game events as may be provided by Riot through the Riot Games API in its sole discretion from time to time.

"Materials" means any and all of the following: the Riot Games API, the API Keys, the Game Information, the Specifications (including any copies, portions, extracts and derivatives thereof) and any related materials (excluding the Riot Marks) made available by or on behalf of Riot to You pursuant to these API Terms or otherwise in connection with the Riot Games API.

"Riot Games API" means any application programming interface(s) and other related information (which may consist of software, data, functions, features, code, instructions and/or other technology) currently accessible through the Riot Developer Site, and as may be identified in the Specifications and/or designated by Riot from time to time in Riot's sole discretion.

"Riot Marks" means Riot Games®, League of Legends®, and all other trade names, trademarks, service marks and associated slogans, logos and other indicia of origin of Riot, including, without limitation, those that appear on or in connection with the Game.

"Specifications" means any specifications or documentation related to the Riot Games API that Riot may make available from time to time in Riot's discretion, and includes any software code (other than any API Key) that Riot may make available specifically for the purpose of enabling an Application to access or use the Riot Games API or to permit an Application to interface with the Riot Games API (for example, code to be embedded in an Application to facilitate communication through or with the Riot Games API).

"Works" means all discoveries, ideas, inventions, concepts, developments, know-how, trade secrets, works of authorship, materials, specifications, software (source and object code), technology and other creations.

GENERAL PROVISIONS

Entire Agreement. These API Terms, the Master TOU and the Specifications constitute the entire agreement between You and Riot with respect to the Materials and the Riot Developer Site and supersede all prior or contemporaneous communications, whether electronic, oral or written, between You and Riot with respect to the Materials and the Riot Developer Site.

Support Contact. If You have any questions concerning these API Terms, or if You would like to get help for any other reason related to this API, please join the discord or leave a message on your application.

No Partnership or Endorsement. You agree that (a) no joint venture, partnership, or agency relationship exists between You and Riot as a result of these API Terms, any Application, or Your access to and/or use of the Materials or the Riot Developer Site and (b) no act by Riot shall constitute endorsement, certification or approval of any Application, including, without limitation, Riot's registration of an Application and issuance of a Production Key.

Section Headings. The section headings used herein are for convenience only and shall not affect the interpretation of these API Terms or have any other legal effect.

Survival. The provisions of the Sections entitled "Profiles and Forums," "Attribution," "Termination," "Ownership and Relationship of Parties," "License to Riot," "Representations and Warranties," "General Provisions," "Release and Waiver," and "Indemnification" shall survive any termination of these API Terms.

Jurisdiction. These API Terms shall be governed by and construed in accordance with the laws of the State of California, exclusive of its provisions on conflicts of laws. The parties expressly understand and agree that any dispute arising under this Agreement will be brought only in the state or federal courts located in Los Angeles County, California and the parties hereby consent to the exclusive personal jurisdiction and venue therein.

Severability and Waiver. If any provision of these API Terms is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to the applicable laws of such jurisdiction so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken, but the validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby in any other jurisdiction and the remainder of these API Terms shall remain in full force and effect. Waiver by either You or Riot of any breach of any provision of these API Terms shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereof.

EXPRESS AGREEMENT

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE API TERMS AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING "I ACCEPT" AND/OR ACCESSING AND CONTINUING TO USE THE RIOT API, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO RIOT THE RIGHTS SET FORTH HEREIN.

REPRESENTATIONS AND WARRANTIES

THE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED. RIOT SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND WORKMANLIKE QUALITY. IN THE EVENT THAT A THIRD PARTY CLAIMS THAT THE MATERIALS INFRINGE THAT PARTY'S INTELLECTUAL PROPERTY RIGHTS, THEN IN RIOT'S SOLE DISCRETION RIOT MAY ALTERNATIVELY (A) OBTAIN LICENSE RIGHTS FROM SUCH THIRD PARTY, (B) MODIFY THE MATERIALS TO AVOID THE ALLEGED INFRINGEMENT, OR (C) TERMINATE THESE API TERMS.

You represent and warrant to Riot that: (a) You have the requisite power and authority to enter into and carry out the terms of, to grant the rights set forth in, and to perform Your obligations under, these API Terms, (b) if you are entering into these API Terms on behalf of an entity, You have the requisite power and authority to cause such entity to enter into and carry out the terms of, to grant the rights set forth in, and to perform such entity's obligations under, these API Terms, (c) the execution, delivery and performance of these API Terms do not and shall not conflict with or violate any of Your organizational documents or the terms of any agreement between You and a third party, (d) the rights and privileges granted hereunder by You are and shall at all times be free and clear of any liens, claims, charges or encumbrances, (e) You have not done or omitted to do, nor will do or omit to do, any act or thing that would or might impair, encumber, or diminish Riot's full enjoyment of the rights and privileges granted under these API Terms, (f) any intellectual property You use in association with the Riot Games API, the Game and/or any Application does not and will not infringe the copyrights, trademarks, trade dress or patents of any third party, (g) You will not dispute the title of Riot in and to the Materials and/or the Game or any copyright, trademarks, patents, trade secrets or any other intellectual property rights included therein; (h) You will promote, display and distribute Your Applications in an ethical manner and in accordance with these API Terms, all

applicable laws, rules, regulations and third party requirements; (i) Your Applications comply with, and shall at all times comply with, all applicable laws, rules, regulations and third party requirements; (j) You shall at all times comply with the Specifications and any other guidelines and policies with respect to the use of the Riot Games API and/or Game Information; and (k) You will not, and will ensure that each Application will not, use any Materials, any Riot Marks, the Riot Site, the Riot Developer Site, the Game, any Works, any Application or make any direct or indirect reference thereto in a way that does or may constitute a direct or indirect endorsement, certification or approval by Riot or any of its affiliates of You or any product or service, including, without limitation, any Application.

OWNERSHIP AND RELATIONSHIP OF PARTIES

The Materials are protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. Except to the extent of any license granted herein by Riot to You, as between You and Riot, Riot owns all right, title and interest (including all intellectual property rights) in and to the Materials, including all output and executables of the Riot Games API, and including any modifications to or derivatives of the Materials. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these API Terms. Except to the extent of any license granted herein by Riot to You, these API Terms do not grant to You any right, title, or interest in any intellectual property owned or licensed by Riot, including (but not limited to) the Riot Games API (including but not limited to modifications and derivatives thereof) and Riot Marks, the Game and any Game Information.

The parties do not intend to merge Riot's intellectual property rights and Your intellectual property rights into inseparable or interdependent parts of a unitary whole, and no joint works are to be created or shall be deemed to have been created hereunder. You shall not acquire any ownership or co-ownership interest under these API Terms in any Riot intellectual property rights, and Riot shall not acquire any ownership or co-ownership interest under these API Terms in any of Your intellectual property rights.

You acknowledge and agree that Riot and other Riot Games API users may independently develop other applications and/or websites through their use of the Riot Games API or otherwise which may be identical or similar to Your Applications in function, code or other characteristics. You agree that, to the extent any similarity is

based upon the Riot Games API and/or Game Information, You will have no ownership or intellectual property rights in such applications and/or websites. You further acknowledge and agree that any application and/or website developed by Riot and using the Riot Games API that may be identical or similar to Your Application in function, code or other characteristics will not be deemed to violate in any manner any of Your rights in Your Application, and that any such characteristics are coincidental in nature. In this regard, You expressly grant to Riot a limited, non-exclusive license in and to any proprietary rights You may hold in any Application for purposes of developing, using and exploiting any application and/or website developed by Riot using the Riot Games API. By making available an Application, You acknowledge and agree that Your Application, including its functionality, is not exclusive to Riot, the Game and/or to third parties, and may be replicated, imitated or otherwise duplicative with other applications, websites and/or games or functionality developed by Riot or third parties.

You hereby irrevocably assign and agree to irrevocably assign, without charge, all intellectual property rights relating to oral and written comments and suggestions provided by You relating to the Riot Games API or the Materials ("Feedback"). At Riot's expense, You will take all actions deemed necessary by Riot in order for Riot to record, perfect and maintain its right in and to all Feedback. Without limiting the foregoing, Riot will have an unlimited, worldwide, royalty-free right to use and modify all Feedback.

LIMITATIONS ON USAGE

Riot may, in its sole discretion, limit access to and/or usage of the Riot Games API and/or any other Materials by You and/or any Application. Without limiting the generality of the immediately preceding sentence, Riot may, in its sole discretion, limit (a) the number of network calls that any Application may make with the Riot Games API, (b) the maximum file size and/or the maximum Game Information that may be accessed, and/or (c) Your access to and/or use of the Game Information and anything else contained in or obtained through the Riot Games API. Riot may change such usage limits at any time and without notice. Without limiting the foregoing, You shall not use the Riot Games API in a manner that exceeds reasonable request volume or constitutes excessive or abusive use. Without limiting any of its rights under these API Terms or otherwise, Riot may use technical means to prevent overusage and/or stop usage of the Riot Games API if any application and/or website exceeds reasonable usage limitations as determined by Riot in its sole and absolute discretion. A Development Key shall not be permitted to make more than ten (10) network calls every ten (10) seconds.

LICENSED USES AND RESTRICTIONS

Subject to Your compliance with the API Terms, Riot grants to You a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable, revocable right (a) to access and use the Materials owned by Riot in order to develop and distribute Applications that incorporate, access or use any Game Information, for the purpose of displaying such Game Information to end users of such Applications or for such purposes as may be (i) set forth in the Specifications and/or any other Materials, and/or (ii) communicated by Riot in writing from time to time in its sole discretion, and (b) to use any API Key solely to access the Riot Games API. You will cause all Riot Games API calls made by You or an Application to include the applicable API Key.

Notwithstanding anything to the contrary herein, Your rights in and to any Materials owned by third parties are limited to the rights granted to You by such third parties. In the event You desire to resell or license any Application, charge for access to Game Information through a website or otherwise require payment for access to the Game Information, You must notify Riot and obtain Riot's prior written approval before undertaking such activities (please see Riot's full policy at <http://www.riotgames.com/legal-jibber-jabber> for more details). Failure to obtain Riot's prior written permission will result in the termination of Your rights under these API Terms. For the sake of clarity, You may advertise through such software applications and/or websites without asking for Riot's permission, provided You are otherwise complying with these API Terms.

In connection with Your access to and use of the Materials, You agree that You will not, and You will cause each Application not to, directly or indirectly, violate any applicable laws, rules or regulations, the rights of others, or the operational and security mechanisms of the Riot Games API or the Game. Examples of such prohibited behavior include, but are not limited to, directly or indirectly:

Using the Riot Games API for any Application that promotes, conducts, or contributes to fraudulent, obscene, pornographic and/or illegal activities, including deceptive impersonation or activities involving the exploitation of children.

Using the Riot Games API to display or imply any kind of product or political endorsement, whether by Riot or any Game player.

Using the Riot Games API for any Application to violate anyone's privacy rights (e.g. distributing unwanted commercial solicitations, such as, but not limited to, spyware and adware), to infringe on intellectual property rights (including copyright, patent and

trademark rights), to sponsor or operate any contest, sweepstakes or other promotion, to harass or defame others, or to promote hatred towards any group of people.

Using the Riot Games API in a manner that disrupts, circumvents, or interferes with any part of the Game; or forges or modifies any data processed or distributed by the Game, such as, but not limited to spyware, adware or malware; or enables or promotes cheating in the Game.

Using the Riot Games API to collect any additional information about the Game or Game users that is not provided Game Information or permitted by the Riot Games API.

Using the Riot Games API to use, distribute or transmit the Game Information in any manner not authorized under these API Terms.

Using the Riot Games API in any manner that advocates, encourages, condones, promotes or facilitates the infringement of any third party intellectual property rights, including, without limitation, trademark rights, copyright rights, patent rights and/or trade secret rights.

Altering, modifying, deleting, or otherwise interfering with or in any manner compromising any content, programming, services and/or features contained on or through the Game.

Using the Riot Games API for any Application that adversely impacts the behavior of other applications or websites using the Riot Games API.

Using the Riot Games API for any Application that constitutes, promotes or is used in connection with or installs spyware, adware, or other malicious programs or code.

Using the Riot Games API for any Application that constitutes, promotes or is used in connection with or installs any type of bot, virus, worm, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to monitor, distort, delete, disable, damage or disassemble the Game (or its ability to communicate and function with other computers running the Game), or any user's computer.

Sending messages to or communicating with (or attempting to do the foregoing) other users of the Game through Game Information obtained from the Riot Games API.

Attempting to modify the Riot Games API or Game in any way.

Attempting to modify other software, the operating systems or configuration settings of other services directly or through manipulating the Game without a party's express and informed permission.

Distributing, selling, transferring, encumbering, sublicensing, renting, loaning, lending or leasing the Riot Games API, any component thereof, and/or access thereto to any third party.

Attempting to reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code of the Riot Games API, Game, and/or any component thereof except to the extent provided in such source code form by Riot hereunder.

API KEYS

To access and use the Riot Games API, You may create only one (1) developer account and You must complete the Riot Games API developer registration process by providing Your Game username and password on the Riot Developer Site and by providing any other information as may be requested by Riot. In Riot's sole discretion, You may then be issued one or more unique Developer Keys for accessing and using the Riot Games API and managing Your account. Thereafter, You may complete the Riot Games API application registration process by submitting Your Application for registration by Riot on the Riot Developer Site. By submitting an Application to Riot, You represent and warrant that such Application complies with these API Terms and the Specifications. You shall not hide, misrepresent or obscure any features, content, services or functionality in such Application. Riot will have the right (but not the obligation), in its sole discretion, to register such Application, and Riot reserves the right to delay the provision or activation of any Production Key and/or any other Materials until the completion of any such registration. You will provide any materials, data and other information as may be requested by Riot to confirm that such Application complies with these API Terms and the Specifications. If Your Application is registered by Riot, You will then be issued one or more unique Production Keys for such Application to access and use the Riot Games API.

API Keys may, at any time, be subject to activation, suspension and/or deactivation by Riot to ensure usage consistent with these API Terms and all applicable requirements, and for any other reason in Riot's sole discretion. You may only access the Riot Games API with the API Key(s) provided to You by Riot. You may not sell, transfer, sublicense or otherwise disclose Your API Key(s) to any other party. Maintaining account security is very important. You are entirely responsible for maintaining the confidentiality of Your API Key(s). You agree to notify Riot immediately if You believe that Your API Key(s) have been compromised.

You are fully responsible and liable for all activities that occur using Your API Key(s) and/or Your Application(s) (including acts or omissions that would constitute a breach of these API Terms if made by You), regardless of whether such activities are undertaken by You or a third party. As between You and Riot, You are solely responsible for all aspects of each Application, and Riot will not be required to provide any technical or

other support services to You or any user of any Application in connection with any Materials, including with respect to any integration of the Riot Games API with an Application. Riot is not responsible for monitoring or policing any dispute that may arise between or among You, any user, and/or any other third party. Your use of the Materials is at Your own risk, and You are solely responsible for any damage that results from any use of the Materials, including any damage to You or any user's computer systems or networks, or any loss of data.

General Data Protection Regulation

The General Data Protection Regulation (GDPR) gives European residents greater control over their personal data, including allowing them to exercise their rights by sending “data subject requests” to data controllers. While GDPR is a European Union regulation Riot Games has committed to following the standards put forth in the regulation globally. As a developer using the Riot Games API, you may have access to personal data subject to the GDPR. When Riot Games receives a request from an end user to delete their personal data, we will be passing the request to all active developers by sharing a list of identifiers (e.g. accountId) for the end users through Riot Channels.

If you sign up for the Developer Portal, you will receive occasional emails, none of which are current optional. You can exempt yourself from these emails by exercising your Right to be Forgotten, by Riot Games as a whole, by contacting Player Support. You may receive emails for the following reasons:

GDPR obligations

Critical updates

Developer Portal account changes

Riot Games API application changes

Community events

Marketing emails

TERMINATION

Your license to the Riot Games API under these API Terms continues until it is terminated by either party. You may terminate the license by discontinuing access to and use of the Materials. Riot may terminate the license at any time for any reason. Riot may also disable or remove from the Game the interoperability with the Riot Games API

at any time for any reason. Without limiting the foregoing, Your rights to access and use the Materials terminate automatically if (a) You violate the letter or spirit of any of these API Terms, (b) Riot publicly posts a written notice of termination on its website, (c) Riot sends a written notice of termination to You, or (d) Riot disables Your access to the Riot Games API or disables or removes the ability for the Riot Games API to communicate with the Game. Upon termination of these API Terms, You shall immediately cease using the Materials, including without limitation any Game Information in Your possession, as well as delete all of the Game Information in Your possession.

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The screenshot shows a web browser window displaying the Riot Developer Portal. The address bar shows the URL developer.riotgames.com/terms. The page has a dark sidebar on the left with a navigation menu containing the following items: DEFINITIONS, PROVISIONS, REPRESENTATION, OWNERSHIP, LIMITATIONS, LICENSE USES, API KEYS, GDPR, and TERMINATION. The main content area is titled "API TERMS & CONDITIONS" and includes a "LANGUAGE" dropdown menu. The text on the page states that the terms were last updated on December 9, 2013, and explains that Riot Games, Inc. ("Riot") makes the Game Information available to developers. It includes a section for "DEFINITIONS" with the following meanings:

- "API Key" means a unique string identifying You and/or each Application as a user of the Riot Games API, assigned by Riot to You and/or each Application in Riot's sole discretion, to enable You and/or such Application to access and/or use the Riot Games API. The Riot Games API may include (a) separate "keys" for (i) development and/or personal (i.e., lower usage rate) purposes (a "Development Key"), and (ii) production purposes (a "Production Key"), and/or (b) other unique identifier(s) assigned by Riot to You and/or each Application.
- "Application" means a software application and/or website owned, controlled or made available by You that incorporates, accesses or uses any Materials.
- "Game Information" means metadata arising from the Game regarding user profiles, user gameplay history, statistics, team information, "summoner" preferences and other information related to the Game and competitive Game events as may be provided by Riot through the Riot Games API in its sole discretion from time to time.
- "Materials" means any and all of the following: the Riot Games API, the API Keys, the Game Information, the Specifications (including any copies, portions, extracts and derivatives thereof) and any related materials (excluding the Riot Marks) made available by or on behalf of Riot to You pursuant to these API Terms or otherwise in connection with the Riot Games API.
- "Riot Games API" means any application programming interface(s) and other related information (which may consist of software, data, functions, features, code, instructions and/or other technology) currently accessible through the Riot Developer Site, and as may be identified in the Specifications and/or designated by Riot from time to time in Riot's sole discretion.

Declaration of Authenticity:

I, Marc Wolstenholme, declare under penalty of perjury that the statements made are true and accurate

Executed on April 28, 2025, in Coventry, England.

Respectfully submitted,

Signature: *M. WOLSTENHOLME*

Marc Wolstenholme

Plaintiff in Pro Per

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